

DECISION

THE COMPTROLLER GENERAL
OF THE UNITED STATES

P.L. - 2
Mitchell

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118290

FILE:

B-205562.2

DATE: May 3, 1982

MATTER OF:

Conrac Corporation--Request for
Reconsideration

DIGEST:

Where a protester reiterates arguments which were considered and rejected in the original protest, a request for reconsideration of the prior decision denying the protest is denied.

Conrac Corporation requests reconsideration of our decision in Conrac Corporation, B-205562, April 5, 1982, 82-1 CPD _____ in which we denied that firm's protest of the rejection of its bid as nonresponsive under invitation for bids (IFB) No. F09693-81-B-0245 issued by the Department of the Air Force.

Conrac's bid was rejected because it did not enter on its bid any prices for two option items. Conrac argued that it was "redundant" for it to enter a price for one of the option items because a notation beside that item--"Same as Item 0001"--meant that once a price had been entered for Item 0001, it was unnecessary for a bidder to make any entry for the option item if it desired to offer that item at the same price. As for the other option item for which Conrac entered no price, it maintained that since it had offered to supply the same material (data sets) at "\$0 -" under the basic quantity, it again was "redundant" to indicate that it would offer the material at no charge under the option item. If its bid was nonrespon. we, the protester concluded, it was because the bid form was ambiguous.

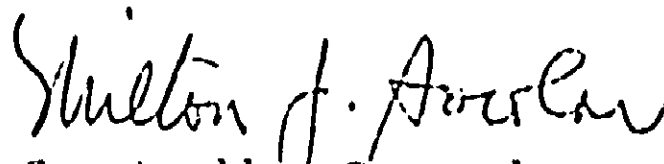
In response to the protest, the Air Force explained that the notation "Same as Item 0001" beside an option item was descriptive of the supplies being procured and meant that the option item was the same item as that described in detail in Item 0001. It did not mean that the price for the option item was to be the same as for Item 0001.

We concluded that the protester's interpretation of "Same as Item 0001" as not being descriptive material in effect took that legend out of its context in the IFB Schedule and was inconsistent with the "Evaluation of Options" clause used in the IFB. We could not conclude, therefore, that the IFB was ambiguous. We agreed with the Air Force that the absence of a bid from the protester for the option items rendered its bid nonresponsive.

In its request for reconsideration, Conrac basically reiterates several arguments made in its initial protest: that in view of the language of the IFB, it was entitled to assume that its price for Item 0001 would be equally applicable to the option item, unless it indicated otherwise; that another bidder also apparently interpreted the IFB as did Conrac; and that subsequent to Conrac's protest the agency has taken steps to change the IFB language which gave rise to the protest.

Our Bid Protest Procedures require that a request for reconsideration specify any error of law made or information not previously considered in the protest. 4 C.F.R. § 21.9(a) (1981). Since Conrac essentially has restated arguments made during our prior consideration of its protest, we find no basis for considering the matter further.

The request for reconsideration is denied.



Acting Comptroller General
of the United States